

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

LEONILA NUNEZ,

Plaintiff,

v.

UNITED STATES OF AMERICA,
UNITED STATES DISTRICT COURT
PROBATION, UNITED STATES PROB.,
and E. D. WARD-CUPRIL,

Defendants.

**STIPULATION AND ORDER OF
SETTLEMENT AND DISMISSAL**

07 Civ. 3795 (RJH)

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 6/17/08

IT IS HEREBY STIPULATED AND AGREED by and between Leonila Nunez ("plaintiff") and the United States of America (the "United States"), that the above-captioned action, brought against the United States pursuant to the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 2671-2680 (the "Action"), shall be resolved as follows:

1. The United States will pay to plaintiff \$25,000 (the "Settlement Amount") by check payable to "Harold Chetrick P.C., as attorney for Leonila Nunez," which sum shall be in full settlement of any and all claims that plaintiff now has or may hereafter acquire against the United States; the Probation Office of the United States District Court for the Southern District of New York, United States District Court Probation, United States Prob. (collectively, the "Probation Office"); E.D. Cupril; or any department, agency, agent, officer, or employee of the United States or the Probation Office (collectively, the "Government"), on account of the alleged facts, events, and circumstances giving rise to this Action.

2. This Action is hereby dismissed with prejudice and without costs.

3. This agreement shall not constitute an admission of liability or fault on the part of the Government.

4. Plaintiff stipulates and agrees to accept this Stipulation in full settlement and satisfaction of any and all claims and demands which she or her heirs, executors, successors in interest, administrators or assigns may have or hereafter acquire against the Government on account of the events, circumstances or incidents giving rise to this Action and claims incident thereto. Plaintiff hereby releases and forever discharges the Government from any and all claims and liability arising directly or indirectly from the incidents or circumstances giving rise to or referred to in the Action.

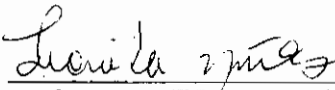
5. Plaintiff further stipulates and agrees to indemnify and hold harmless the Government from any and all causes of action or claims arising from the assignment of claims and liens upon the settlement proceeds, and further stipulates and agrees to reimburse or advance, at the option of counsel for the Government, any expense or cost which may be incurred incident to or resulting from such further litigation or the prosecution of any claim by any third-party against the plaintiff.

6. Payment of the consideration set forth in Paragraph 1 shall be made only after execution by the parties and entry by the Court of this Stipulation.

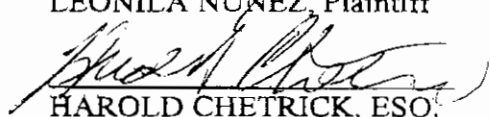
7. Settlement of this Action is to be without interest, costs or disbursements to either party and inclusive of attorney's fees in accordance with 28 U.S.C. § 2678, and all liens and fees are to be satisfied by the plaintiff out of the amount of this settlement.

8. The plaintiff and the Government understand and agree that this Stipulation contains the entire agreement between them, and that no statements, representations, promises, agreements, or negotiations, oral or otherwise, between the parties or their counsel that are not included herein shall be of any force or effect.

Dated: 5/16/08, Maryland
May __, 2008

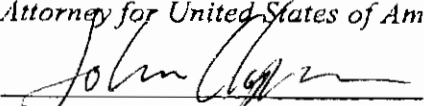

LEONILA NUNEZ, Plaintiff

Dated: New York, NY
May __, 2008



HAROLD CHETRICK, ESQ.
The Lincoln Building
60 East 42nd Street
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New York, NY 10165-0445
Attorney for Plaintiff

MICHAEL J. GARCIA
United States Attorney for the
Southern District of New York
Attorney for United States of America

Dated: New York, NY
May __, 2008
6/17/2008

By: 
JOHN D. CLOPPER
Assistant United States Attorney
86 Chambers Street
New York, New York 10007
Tel.: (212) 637-2716
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SO ORDERED:


RICHARD J. HOLWELL
UNITED STATES DISTRICT JUDGE

6/17/08